

DECLARATION OF DENNIS F. BEGLEY

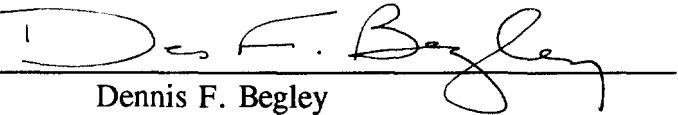
DECLARATION

I, Dennis F. Begley, declare and state as follows:

1. I am a partner of the law firm of Reddy, Begley & Martin. Our firm was retained by Webber/Moore Broadcasting Company Limited Partnership in connection with an application for a construction permit for a new UHF television broadcast station at Jacksonville, North Carolina (File No. BPCT-920114KG). During the period July 31, 1991 through January 29, 1993, in connection with the prosecution of the Jacksonville, North Carolina application, Webber/Moore incurred fees of \$6402.80 and out-of-pocket expenditures to be reimbursed to Reddy, Begley & Martin of \$202.08.

I declare under penalty of perjury that the foregoing is true and correct.

Dated this 29th day of January, 1993.


Dennis F. Begley

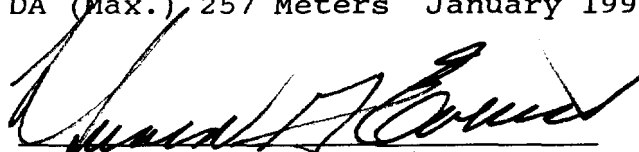
AFFIDAVIT OF DONALD G. EVERIST

COHEN, DIPPELL AND EVERIST, P. C.

City of Washington)
) ss
District of Columbia)

I, Donald G. Everist, President of Cohen, Dippell and Everist, P.C. Consulting Engineers, Radio-Television, 1300 L Street, NW Suite 1100, Washington, DC, declare under penalty of perjury that this firm or its predecessors have practiced before the FCC for more than fifty years; that this firm was retained by Webber/Moore Broadcasting Company Limited Partnership to prepare the engineering to accompany its request for a UHF station in Jacksonville, North Carolina, and that the total statement for services performed was \$4,059.27.

This firm prepared the engineering portion of the application entitled, "Engineering Report Re Application for Construction Permit for Full-Service Television Station, Jacksonville, North Carolina Channel 35 3532 KW DA (Max.) 257 Meters January 1992".


Donald G. Everist
President

Subscribed and sworn to before me this 28th day of January, 1993.


Notary Public

My Commission Expires: 2/28/93

FEE FORM STAMPED-IN BY MELLON BANK

Exhibit C

Settlement Agreement
Between Local Television Associates and
Charges Fitzgerald

SETTLEMENT AGREEMENT

This Settlement Agreement, ("Agreement") is made by and among LOCAL TELEVISION ASSOCIATES, INC. ("LTA") and CHARLES FITZGERALD ("Fitzgerald") (hereinafter individually referred to as "Applicant" and collectively referred to as "Applicants").

WHEREAS, each Applicant is an applicant in MM Docket No. 92-309 for a permit ("the Permit") to construct a new UHF Television Station on Channel 35 at Jacksonville, North Carolina ("the Station"); and

WHEREAS, three applications, each mutually exclusive with the others, were filed for the Permit, and all were designated for hearing by the Federal Communications Commission ("FCC") in MM Docket No. 92-309; and

WHEREAS, LTA and Fitzgerald have agreed to enter into this settlement; and

WHEREAS, the FCC has encouraged settlements of mutually exclusive applications in order to expedite the provision of service to the public and has determined that settlements are in the public interest; and

WHEREAS, the Applicants believe that the public interest would be served by the earlier institution of the new TV service at Jacksonville, North Carolina, by simplification of the pending proceedings before the FCC and further, by conserving the resources of the Applicants and of the staff of the FCC; and

WHEREAS, the Applicants have been successful in negotiating the terms of a settlement of their mutually exclusive applications; and

WHEREAS, LTA and Fitzgerald desire to form a consolidated entity (hereinafter referred to as "Newco") to implement the settlement terms agreed upon, to facilitate resolution of this proceeding and to facilitate the construction and operation of the Station.

NOW THEREFORE, intending to be legally bound, the Applicants agree as follows:

ARTICLE I

FCC CONSENT

This Agreement is entered into subject to approval by the FCC, and shall be void unless the FCC shall approve it. Should the FCC object to any part of this Agreement, the Applicants agree that they will immediately make good faith efforts to resolve each FCC objection in order to obtain FCC approval, to the extent that such efforts do not unduly burden their business operations or materially affect the purposes of this Agreement. This Agreement is also contingent on the execution of an agreement with Webber/Moore Broadcasting, L.P. for dismissal of its application, and FCC's approval of that Agreement.

1. Joint Request for Approval of Agreement. On or before February 1, 1993, the Applicants agree to file with the FCC a Joint Request for Approval of this Agreement. The Joint Request shall be accompanied by a copy of the executed Agreement, as well as other supporting documentation required by Section 73.3525 of the Commission's Rules. The Joint Request inter alia shall request the Presiding Administrative Law Judge ("ALJ")

to dismiss the application of Fitzgerald and grant LTA's application as amended in the manner set forth herein. In the event the Agreement, the amended LTA application, and the attendant settlement is not approved by the Presiding Administrative Law Judge or the FCC, then the Applicants shall return to the status quo ante.

2. Applicant's Dismissal. Fitzgerald will request dismissal of his application for authority to construct a new UHF television station to be operated on Channel 35 at Jacksonville, North Carolina, with prejudice, contingent upon approval of this Agreement and grant of the requested amendment to LTA's application.

ARTICLE II

CREATION OF NEWCO AND AMENDMENT OF LTA APPLICATION

3. Newco. LTA and Fitzgerald agree upon the filing of the Joint Request for Approval of Agreement, to form Newco which shall be a North Carolina corporation. LTA or its shareholders, pro rata, shall own 75% of the authorized, issued and outstanding voting stock of Newco and Fitzgerald shall own 25% of the authorized, issued and outstanding voting stock of Newco. LTA shall be entitled to elect 75% of the board of directors of Newco and Fitzgerald shall be entitled to elect 25% of the board of Newco. There shall be only one class of voting stock and no non-voting stock shall be authorized or issued by Newco.

4. Funding. LTA and Fitzgerald agree to pay their pro rata share (75% and 25%, respectively) of costs associated with

obtaining the dismissal of the Webber-Moore application for the Permit, as well as the cost of prosecuting the LTA application, as amended, after the date of this agreement, and the cost of constructing the Station should the Permit be issued to Newco. In the event that a loan for construction financing is obtained Fitzgerald agrees to personally guarantee such loan on the same basis as do the shareholders of LTA.

5. Amendment of LTA's Application. Concurrent with the filing of the Joint Request for Approval of Agreement, the Applicants shall file with the ALJ a Petition for Leave to Amend and an amendment to LTA's Application that reflects LTA's agreement to merge with Newco. Moreover, the LTA application shall be amended by LTA and Fitzgerald to request FCC authorization to operate the Station as a satellite of LTA's station WFXI-TV, Morehead City, North Carolina. LTA and Fitzgerald will use their best efforts to assist in preparing and submitting the amendment to LTA's application and any necessary supplements thereto, as contemplated by this paragraph, and in prosecuting LTA's Application, as amended. As a satellite of WFXI, LTA agrees to pay Newco a monthly payment for program time which is, at a minimum, sufficient for Newco to meet its reasonable costs of operation plus its debt service, and subject to adjustment pursuant to paragraph 6(e) hereof.

6. Shareholders Agreement. Within ninety (90) days of the date of this Agreement, the parties will negotiate in good faith to reach a shareholders agreement which shall provide for the following:

(a) A mutually satisfactory allocation of any proceeds stemming from any joint sale, at any future date, of the Station and LTA's station, WFXI-TV, Morehead City, North Carolina, provided however, that the minimum allocated to the Station would be the greater of (i) \$1 million or (ii) Twelve and one-half percent (12-1/2%) of any joint sale price.

(b) Mutually agreeable shareholder buy-out rights and rights of first refusal.

(c) Provisions for the evaluation and repurchase of shares by Newco in the event of the death of a shareholder.

(d) Provisions prohibiting distributions of profit or income, repayment of shareholder loans, or reimbursement of costs incurred by shareholders which do not apply with equal force and effect to all shareholders of the Company.

(e) An allocation between LTA and Newco of income earned by the programming originated on WFXI and broadcast on the station, or a mutually agreeable regular payment by LTA to Newco for the purchase of program time on the station.

ARTICLE III MISCELLANEOUS PROVISIONS

7. Amendment. This Agreement is the only Settlement Agreement between the parties hereto and contains all the terms and conditions agreed upon with respect to subject matter hereof and cannot be amended or modified except by an amendment in writing signed by all the Applicants.

8. Expenses. Except as otherwise provided herein, each Applicant shall bear its own pro rata expenses in relation to this

Agreement, and the filings and transactions contemplated thereby to obtain approval of this Agreement and acceptance of the amendments to the LTA application that are specified herein. Newco will assume all engineering expenses incurred in the preparation of the amended technical showing to be submitted to the Commission in connection with the effectuation of this Agreement.

9. Conduct of Applicants. Each Applicant agrees to cooperate with the other Applicant and with the FCC by expeditiously providing each other or the FCC with any additional information which reasonably may be required, and by doing all other acts reasonably necessary to effectuate the objectives of this Agreement.

10. Mutual Covenants of the Applicants. Each Applicant agrees that following the execution of this Agreement:

(a) Best Efforts. If any event should occur which would prevent fulfillment of the conditions or the obligations of any Applicant to consummate the transactions contemplated by this Agreement, such Applicant will use its best efforts to cure same as expeditiously as possible.

(b) Confidentiality. The Applicants shall maintain the confidentiality of any information received from any other Applicant in connection with the transactions contemplated by this Agreement.

(c) Cooperative Undertakings. The Applicants shall cooperate fully with each other in preparing, filing and prosecuting, and taking any other reasonable actions necessary with respect to any applications, requests, or actions which are or may

be necessary to obtain the consent of any governmental instrumentality, or any third party to, or are or may be necessary or helpful in order to accomplish the transactions contemplated by this Agreement.

(d) Diligence: Good Faith. If the consent of any governmental instrumentality contains any condition, the party upon which such condition is imposed shall use its best, diligent and good faith efforts to comply therewith, unless compliance would materially and adversely affect an Applicant's business.

11. Binding Effect. Each party represents to the other that (a) such party bears full right and legal power to execute and deliver this Agreement and to consummate the transactions contemplated hereby; (b) such party is not under any restrictions, contractual or otherwise, which are inconsistent with this Agreement or which would prevent or preclude such party from entering into this Agreement or from performing such party's obligations hereunder; (c) the individual signing this Agreement on such party's behalf has full authority to do so; and (d) this Agreement is a legally binding obligation of such party and is enforceable against such party in accordance with its terms. This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

12. Default. In the event of default in the performance of the obligations imposed upon any party to this Agreement, the other parties shall be entitled to pursue any remedies for redress of injuries from such default that are available at law or in equity or otherwise and are entitled to receive reasonable attorney's fees and court costs incurred in enforcing this Agreement as may be

awarded by a court of competent jurisdiction. In addition, LTA and Fitzgerald may elect to pursue specific performance of this Agreement, as allowed under North Carolina law.

13. Commission Approval. If the FCC or its delegatee for any reason fails to approve of this Agreement within six (6) months after the submission of a Joint Request for such approval, then any party may terminate this Agreement upon ten (10) days written notice to the other, following which Applicant shall be entitled to resume prosecution of its application.

14. Benefit and Assignment. No party hereto may assign its interest under this Agreement, except with the express written approval of the other parties hereto.

15. Paragraph and Section Headings. All paragraph and section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section or paragraph.

16. Counterparts and Effective Date. This Agreement may be executed in counterparts, and all so executed shall constitute one Agreement, binding on all parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. This Agreement shall be effective as of the date on which the last counterpart is executed.

17. Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes all prior written or oral Agreements between them irrespective of the subject matter hereof, unless otherwise provided herein. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter

of this Agreement that are not fully expressed herein. By signing below, the parties hereto acknowledge that they have read this Agreement and are fully cognizant of each provision herein.

18. Interpretation. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

19. Notice. Any notice required hereunder shall be in writing and any payment, notice or other communication, unless otherwise expressly provided herein, shall be deemed given when delivered personally, or mailed by certified or registered mail, postage prepaid, with return receipt requested, to the following addressees or such other addressees as may hereafter be specified in writing:

To LTA:

John W. Gainey III
P.O. Drawer 2000
Morehead, NC 28557

With a copy to:

David D. Oxenford, Esq.
c/o Fisher, Wayland, Cooper and Leader
1255 23rd Street, N.W.
Suite 800
Washington, D.C. 20037

To Fitzgerald:

Charles Fitzgerald
825 Gum Branch
Jacksonville, NC 28540

With a copy to:

Gregg Skall, Esq.
Pepper & Corazzini
1776 K Street, N.W.
Suite 200
Washington, D.C. 20006

20. Waiver. Failure of any party to complain of any act or omission on the part of any other party in breach of this Agreement, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by any party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a consent to any subsequent breach of the same or other provisions.

21. Liability. Nothing contained herein shall limit any Applicant's other businesses, waive any claims any Applicant may have against any other Applicant; create any other fiduciary responsibility from one Applicant to another except as provided for herein or under applicable North Carolina law, or allow any Applicant to bind any other Applicant except as may be expressly stated herein. The Applicants all claims or causes of action related to or arising out of the preparation, filing and prosecution of their applications in the docketed proceeding.

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IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the dates noted below.

LOCAL TELEVISION ASSOCIATES, INC.

Date: 2-1-93

BY: [Signature]
Its: President

CHARLES FITZGERALD

Date:

Charles Fitzgerald

9708-000.A

-11-

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the dates noted below.

LOCAL TELEVISION ASSOCIATES, INC.

Date:

By: _____
Its: _____

CHARLES FITZGERALD

Date: 1/31/93


Charles Fitzgerald

8708-000.A

Exhibit D

Declaration of Charles Fitzgerald
(Facsimile Signature -- Original to Follow by Supplement)

DECLARATION OF NO CONSIDERATION

I, Charles Fitzgerald, do hereby state that, except for the consideration set forth in the settlement Agreement dated February 1, 1993 by and between myself and Local Television Associates, Inc. (LTA) there are no other agreements between myself and any other party regarding my withdrawal of my application for a construction permit File No.BPCT-91106KF.

The settlement is in the public interest because the agreement to enter into a satellite television arrangement with LTA will serve the public interest as this is the only economically feasible way to bring a first local television service to Jacksonville, N.C.

My application was not filed for the purpose of reaching or carrying out a settlement agreement.

I declare the foregoing to be true under penalty of the laws of perjury of the United States.


Charles Fitzgerald

Dated: January 31, 1993

Exhibit E

Declaration of John W. Gainey, III
(Facsimile Signature -- Original to Follow by Supplement)

DECLARATION

I, John W. Gainey, III, hereby declare under penalty of perjury, that:

1. I am President of Local Television Associates, Inc. ("LTA").
2. LTA did not file its application for a new television station at Jacksonville, North Carolina for purposes of reaching a settlement.
3. Except as set forth in the Settlement Agreements with Charles Fitzgerald and Webber/Moore Broadcasting Company Limited Partnership, LTA has neither promised nor paid either party any consideration for dismissal of its application.
4. The approval of these agreements are in the public interest as they will expedite service to Jacksonville in the only economically viable manner.
5. The foregoing is true and correct to the best of my knowledge and belief.


John W. Gainey, III

Dated: February 1, 1993

CERTIFICATE OF SERVICE

I, Valerie A. Mack, hereby certify that I have this 1st day of February, 1993, mailed by first class United States mail, postage prepaid, copies of the foregoing "JOINT MOTION FOR APPROVAL OF SETTLEMENT" to the following:

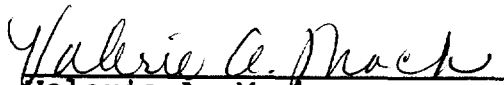
*Joseph Chachkin
Administrative Law Judge
Federal Communications Commission
2000 L Street, N.W., Room 226
Washington, D.C. 20554

*Robert Zauner, Esq.
Hearing Branch, Mass Media Bureau
Enforcement Division
Federal Communications Commission
2025 M Street, N.W., Room 7212
Washington, D.C. 20554

*Barbara A. Kreisman
Chief, Video Services Division
Mass Media Bureau
Federal Communications Commission
1919 M Street, N.W., Room 700
Washington, D.C. 20554

Gregg P. Skall, Esq.
Louise Cybulski, Esq.
Pepper & Corazzini
1776 K Street, N.W.
Suite 200
Washington, D.C. 20006
(Counsel to Charles Fitzgerald)

Dennis F. Begley, Esq.
Reddy, Begley & Martin
1001 22nd Street, N.W.
Suite 350
Washington, D.C. 20037
(Counsel to Webber/Moore Broadcasting,
Limited Partnership)


Valerie A. Mack

*Hand Delivered